

DOUBLE OAK TOWN COUNCIL
CALLED MEETING PUBLIC NOTICE
320 WAKETON ROAD
September 20, 2019
7:00 P.M.

*OUT OF RESPECT FOR ALL THOSE IN ATTENDANCE, PLEASE REFRAIN FROM TALKING TO
OTHER MEMBERS OF THE AUDIENCE DURING THE MEETING*

- I. Opening: Call to Order
Roll Call
- II. Citizens Comments
- III. New Business Agenda (Consideration and Action):
 1. Discussion, consideration and action on an ordinance adopting the fiscal year 2019-2020 budget

Presentation: Treasurer Garrett
 2. Discussion, consideration and action on ratification of the vote on the fiscal year 2019-2020 annual budget which results in more revenues from ad valorem taxes than the previous year

Presentation: Treasurer Garrett
 3. Discussion, consideration and action on an ordinance levying ad valorem taxes at the tax rate of \$0.23000 per \$100 for tax year 2019-2020

Presentation: Treasurer Garrett
 4. Discussion, consideration and action on an ordinance designating an official newspaper for the fiscal year 2019-2020

Presentation: Town Secretary Eileen Kennedy
- IV. Consent agenda - All consent agenda items listed are considered to be routine by the Town Council and will be enacted by one motion. There will be no separate discussion of these items unless a Council Member so requests, in which event the item will be removed from the Consent Agenda and considered in its normal sequence on the agenda. Information concerning consent agenda items is available for public review.
 5. Consideration and action on fiscal year 2019-2020 contract for building inspection and traffic control device maintenance with Steve Koehler
 6. Consideration and action on fiscal year 2019-2020 contract for animal control services with North Texas Animal Control Authority
 7. Consideration and action on fiscal year 2019-2020 contract for sanitarian services with Leslie Freeman

8. Consideration and action on fiscal year 2019-2020 contract with Cox Cleaning for cleaning services at Town Hall
9. Consideration and action on fiscal year 2019-2020 letter of engagement with Nichols, Jackson, Dillard, Hager and Smith for legal services
10. Consideration and action on contract with Halff & Associates for Engineering Services
11. Consideration and action on agreement for demand response transit service (SPAN)
12. Citizens comments
13. Council – staff announcements and comments
 - Police Officer Cody Leinweber will celebrate his 5-year anniversary with the Town of Double Oak on October 1
14. ADJOURNMENT

As authorized by Section 551.071 of the Texas Government Code, this meeting may be convened into closed executive session for the purpose of seeking confidential legal advice from the Town Attorney, Section 551.074 of the Texas Government Code, Personnel, or any other item covered under the code, on any agenda item listed herein.

Posted this the 17th day of September 2019 at 4:00 p.m.

Eileen Kennedy

Town Secretary

PUBLIC PARTICIPATION

If you wish to address the Council, please sign the “CITIZENS WHO WISH TO SPEAK TO THE TOWN COUNCIL” sheet before the meeting begins. Pursuant to Section 551.007 of the Texas Government Code, citizens wishing to address the Council for items listed as public hearings will be recognized when the public hearing is opened. For citizens wishing to speak on a non-public hearing item, they may either address the Council during the Citizen Comments portion of the meeting or when the item is considered by the Town Council.

This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the Town Secretary's office at 972.539.9464, fax 972.539.9613 or email to town_secretary@double-oak.com for additional information.

**Oct '19 - Sep '20
Proposed
Budget**

Ordinary Income/Expense

Income

400000 · Tax Revenue

401101 · Current Property Taxes-M & O	1,154,156.52
401201 · Penalty & Interest	2,500.00
401301 · Prior Year Property Taxes	2,000.00
401315 · Sales Taxes	355,000.00
401601 · Franchise-Cross Timbers Water	15,000.00
401701 · Franchise-Cable TV	49,000.00
401801 · Franchise-Electric	93,000.00
401805 · Franchise-Garbage	12,000.00
401811 · Franchise-Gas	12,000.00
401901 · Franchise-Telephone	5,000.00
401912 · Prior Year Carry Over	0.00

Total 400000 · Tax Revenue **1,699,656.52**

420000 · Fines and Forfeitures

420101 · Court Fines	110,000.00
420112 · Court Fees	10,000.00
420113 · Court Forfeitures	0.00

Total 420000 · Fines and Forfeitures **120,000.00**

430000 · Licenses and Permits

430101 · Fences	1,275.00
430102 · Commercial Buildings	0.00
430103 · Oil and Gas Drilling	0.00
430201 · New Homes	4,000.00
430202 · Erosion Control	825.00
430301 · Misc Construction	12,000.00
430401 · Roofs	850.00
430501 · Septic Systems	3,500.00
430601 · Sprinkler Systems	600.00
430701 · Swimming Pools	1,625.00
430801 · Water Wells	0.00
430901 · Plats and Subdivision Fees	0.00

Total 430000 · Licenses and Permits **24,675.00**

440000 · Other Revenue

440101 · Administration Fees	1,500.00
440102 · Animal Control Fees	50.00
440103 · Building Contributions	0.00
440150 · FEMA Revenue	0.00
440160 · Capital Lease Proceeds	0.00
440201 · Interest Income	5,100.00
440203 · Police Dept. Contracts	0.00
440205 · Police Dept. Contributions	0.00

440206 · Police Training Grants	0.00
440210 · Police State Training Funds	0.00
440700 · Insurance Proceeds	0.00
Total 440000 · Other Revenue	6,650.00
440300 · Charges for Services	
440301 · Lien Release	0.00
440401 · Lot Mowing Fees	0.00
440501 · Misc. Income	500.00
440601 · Sewage Service	24,000.00
440701 · Town Hall Rental Fees	0.00
Total 440300 · Charges for Services	24,500.00
440400 · Park Funds	
440401A · Gazebo Funds	0.00
Total 440400 · Park Funds	0.00
440500 · Carry Over from previous year	0.00
Total Income	1,875,481.52
Gross Profit	1,875,481.52
Expense	
510000 · Town Administration	
521000 · Town Salary Adjustments	0.00
521012 · Attorney Fees	30,000.00
521033 · Custodial Services	5,500.00
521041 · Denton Central Appraisal Dist	6,700.00
521050 · Election Expense	3,500.00
521051 · Electricity	5,500.00
521060 · Financial Auditors	9,500.00
521070 · Natural Gas	1,000.00
521073 · Printer Copier	5,000.00
521133 · Ordinance Codification	3,000.00
521160 · Postage	2,000.00
521200 · Tax Billing Expense	1,300.00
521201 · Communications	10,500.00
521220 · Water	2,500.00
521230 · Archive System	5,000.00
530050 · Ambulance Service	29,075.00
6560 · Payroll Expenses	0.00
Total 510000 · Town Administration	120,075.00
520000 · Administrative	
521010 · Advertising	1,200.00
521020 · Bank Charges	100.00
521030 · Cleaning Supplies	0.00
521031 · Computer Supplies/Software	13,000.00
521032 · Council Contingency	40,920.52
521034 · Technology Fund	4,000.00
521074 · Meetings	300.00
521075 · Goodwill	800.00

521076 · Incentive Pay	1,500.00
521090 · General Liability Insurance	2,164.00
521091 · Health/Dental/Life Insurance	15,650.00
521130 · Membership & Dues	1,500.00
521131 · Car Maintenance-Fuel-Travel	0.00
521150 · Office Supplies	6,000.00
521151 · Other Professional Services	10,000.00
521153 · Other Supplies	1,000.00
521161 · Publications & Subscriptions	300.00
521162 · Printing and Copying	500.00
521170 · Payroll Taxes - FICA	11,000.00
521172 · TWC Unemployment Insurance	2,000.00
521190 · Town Secretary Salary	72,100.00
521191 · Longevity Pay-Administration	1,180.00
521192 · Worker's Compensation Ins.	1,644.00
521194 · Asst Town Secretary Salary	63,860.00
521195 · Overtime	5,000.00
521196 · TMRS-Retirement	12,500.00
521202 · Training Seminars	7,000.00
Total 520000 · Administrative	275,218.52
530000 · Public Works	
521021 · Building Repair/Remodeling	10,000.00
521025 · Building Expenditures	2,000.00
521120 · Lien Filing Expense	100.00
530025 · Mosquito Control Program	150.00
530100 · Animal Control Officer	17,050.00
530101 · Public Works Director Salary	0.00
530102 · Public Works Director TMRS	0.00
530103 · Public Works Director FICA	0.00
530104 · Public Works Director (H/D/L)	0.00
530105 · PW Director (TWC/Unempl Ins)	0.00
530106 · Building Official Overtime	0.00
530110 · Building Inspectors	36,000.00
530111 · Building Inspectors Phone	0.00
530115 · Code Enforcement	0.00
530116 · Code Enforcement Liab Ins-TML	700.00
530125 · Council Discretionary Fund	0.00
530150 · Grounds Maintenance	8,000.00
530151 · Grounds Equipment	0.00
530175 · Equipment Repair/Maintenance	0.00
530180 · Minor Equipment	0.00
530200 · Lot Mowing/Tree Trim Service	11,000.00
530201 · Public Works Training	1,000.00
530202 · Longevity Pay- Public Works	0.00
530203 · Vehicle Payment	0.00
530204 · Vehicle Maintenance	500.00

530205 · Vehicle Fuel	250.00
530206 · Uniforms	0.00
530210 · Membership Dues/Licensing	0.00
530230 · Other Professional Services	2,000.00
530231 · Other Supplies	1,000.00
530235 · Printing	100.00
530240 · Postage	0.00
530245 · Computer Support	3,000.00
530260 · Septic Inspections	5,000.00
530270 · Sewage Services	24,000.00
530271 · Vehicle Reimbursement	0.00
530272 · Incentive Pay	0.00
530273 · Worker's Compensation Ins	0.00
530277 · General Liability Insurance	0.00
530280 · Hazardous Waste Disposal	0.00
531020 · Credit Card Convenience Fee	0.00
531201 · Communications-Cell phone	0.00
Total 530000 · Public Works	121,850.00
540000 · Streets and Drainage	
540019 · Engineering General	35,000.00
540060 · Crack Seal & Potholes	35,000.00
540110 · Current Year Road Repairs	140,000.00
540111 · Prior Year Road Repairs	0.00
540155 · MS4 Stormwater	5,000.00
540177 · Public Works Projects Costs	0.00
540200 · Sign Repair and Replacement	3,000.00
Total 540000 · Streets and Drainage	218,000.00
550000 · Police Department	
550120 · Capital Equipment (Auto)	58,000.00
550135 · Computer Equip/Supplies/SW Main	26,509.00
550140 · Equipment Repair & Maintenance	1,200.00
550145 · Health/Dental/Life Insurance	124,630.00
550219 · Membership Dues	900.00
550220 · Minor Equipment	1,600.00
550240 · Office Supplies	500.00
550248 · Publications	300.00
550249 · External Contracts	6,000.00
550250 · Postage	0.00
550251 · Printing	300.00
550252 · Police Chief Salary	87,410.00
550253 · Police Lt. Salary	77,690.00
550254 · Police Officers' Salary	335,338.00
550255 · Administrative Assistant PD	0.00
550257 · Police Department Overtime	5,000.00
550261 · Criminal Investigations	1,000.00
550262 · General Liability Insurance	9,225.00

550263 · TWC Unemployment Ins	0.00
550264 · Incentive Pay	8,700.00
550271 · Salaries Benefits - FICA	39,573.00
550275 · Salaries Benefits - TMRS	51,176.00
550276 · Human Resources	1,500.00
550277 · Longevity Pay	3,100.00
550278 · Worker's Compensation Ins	22,823.00
550280 · Communications	14,000.00
550281 · Training	6,000.00
550286 · Training Ammo	2,500.00
550290 · Uniforms	5,000.00
550291 · Patrol Equipment	4,800.00
550292 · Community Programs	900.00
550293 · Traffic Management	300.00
550294 · Evidence Room Supplies	500.00
550295 · Goodwill	900.00
550300 · Vehicle Fuel	17,200.00
550400 · Vehicle Repair & Maintenance	13,500.00
Total 550000 · Police Department	928,074.00
560000 · Municipal Court	
560010 · Judges Services	8,500.00
560015 · Jury Services	240.00
560018 · Jail Services	0.00
560020 · Prosecuting Attorney	10,000.00
560025 · Other Professional Services	400.00
560026 · Court Clerk - Salary	54,600.00
560027 · Court Clerk- FICA	4,800.00
560028 · Court Clerk - TMRS	5,600.00
560029 · Court Clerk Ins (H/D/L)	8,000.00
560030 · Court Clerk - Longevity	725.00
560031 · Overtime	5,000.00
560035 · Court Supplies,Equip & S/W Main	3,000.00
560055 · Membership Dues	120.00
560076 · Incentive Pay	600.00
Total 560000 · Municipal Court	101,585.00
570000 · Double Oak Vol. Fire Department	
570010 · DOVFD Capital Equip Contributio	0.00
570020 · DOVFD Operations Contribution	100,000.00
570021 · General Liability Insurance	5,435.00
570022 · Worker's Compensation Ins	5,244.00
Total 570000 · Double Oak Vol. Fire Department	110,679.00
Total Expense	1,875,481.52
Net Ordinary Income	0.00
Net Income	0.00

2

ORDINANCE NO. 19-

AN ORDINANCE OF THE TOWN OF DOUBLE OAK, TEXAS APPROVING AND ADOPTING A BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2019, AND ENDING SEPTEMBER 30, 2020; PROVIDING THAT EXPENDITURES FOR SAID FISCAL YEAR SHALL BE MADE IN ACCORDANCE WITH SAID BUDGET; APPROPRIATING AND SETTING ASIDE THE NECESSARY FUNDS OUT OF THE GENERAL AND OTHER REVENUES FOR SAID FISCAL YEAR FOR THE MAINTENANCE AND OPERATION OF THE VARIOUS DEPARTMENTS AND FOR VARIOUS ACTIVITIES AND IMPROVEMENTS OF THE TOWN; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, an annual budget for the fiscal year beginning October 1, 2019 and ending September 30, 2020, has been duly created by the budget officer of the Town of Double Oak, Texas, in accordance with Chapter 102 of the Texas Local Government Code; and

WHEREAS, the budget officer for the Town has filed the proposed budget in the office of the Town Secretary and the proposed budget was made available for public inspection in accordance with Chapter 102 of the Local Government Code; and

WHEREAS, a public hearing was held by the Town in accordance with Chapter 102 of the Local Government Code, following due publication of notice thereof, at which time all citizens and parties in interest were given the opportunity to be heard regarding the proposed budget; and

WHEREAS, after full and final consideration, it is the opinion of the Town Council that the 2019 - 2020 fiscal year budget as hereinafter set forth should be approved and adopted. Now, Therefore

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF DOUBLE OAK, TEXAS:

SECTION 1. That the proposed budget of the revenue and expenditures necessary for conducting the affairs of the Town of Double Oak, Texas for the fiscal year beginning October 1, 2019, and ending September 30, 2020, as submitted to the Town Council, attached hereto as Exhibit "A", be and the same is hereby adopted and approved

as the budget of the Town of Double Oak, Texas for the fiscal year beginning October 1, 2019, and ending September 30, 2020.

SECTION 2. That the expenditures during the fiscal year beginning October 1, 2019, and ending September 30, 2020, shall be made in accordance with the budget by departmental allocation approved by this ordinance unless otherwise authorized by a duly enacted ordinance of the Town of Double Oak, Texas.

SECTION 3. That all budget amendments and transfers of appropriations budgeted from one account or activity to another within any individual activity for the fiscal year 2019-2020 are hereby ratified, and the budget Ordinance for fiscal year 2019-2020, heretofore enacted by the Town Council, be and the same is hereby amended to the extent of such transfers and amendments for all purposes.

SECTION 4. Upon approval of the budget, the budget officer shall file a true and certified copy thereof with the County Clerk of Denton County, Texas.

SECTION 5. That all provisions of the Ordinances of the Town of Double Oak, Texas in conflict with the provisions of this ordinance be and the same are hereby repealed, and all other provisions of the Ordinances of the Town of Double Oak, Texas not in conflict with the provisions of this Ordinance shall remain in full force and effect.

SECTION 6. That should any word, sentence, paragraph, subdivision, clause, phrase or section of this Ordinance be adjudged or held to be unconstitutional, illegal, or invalid, the same shall not affect the validity of this Ordinance as a whole, or any part or provision hereof other than the part so decided to be invalid, illegal or unconstitutional.

SECTION 7. That this Ordinance shall take effect immediately from and after its passage as the law in such cases provides.

DULY PASSED by the Town Council of the Town of Double Oak, Texas, on the
20th day of September, 2019.

APPROVED:

MAYOR

ATTEST:

TOWN SECRETARY

APPROVED AS TO FORM:

TOWN ATTORNEY

ORDINANCE NO. 19-

AN ORDINANCE OF THE TOWN OF DOUBLE OAK, TEXAS APPROVING AND ADOPTING A BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2019, AND ENDING SEPTEMBER 30, 2020; PROVIDING THAT EXPENDITURES FOR SAID FISCAL YEAR SHALL BE MADE IN ACCORDANCE WITH SAID BUDGET; APPROPRIATING AND SETTING ASIDE THE NECESSARY FUNDS OUT OF THE GENERAL AND OTHER REVENUES FOR SAID FISCAL YEAR FOR THE MAINTENANCE AND OPERATION OF THE VARIOUS DEPARTMENTS AND FOR VARIOUS ACTIVITIES AND IMPROVEMENTS OF THE TOWN; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

DULY PASSED by the Town Council of the Town of Double Oak, Texas, on the 20th day of September, 2019.

APPROVED:

Mike Donnelly

MAYOR

ATTEST:

Eileen Kennedy

TOWN SECRETARY

WORDING FOR MOTION TO RATIFY VOTE ON
BUDGET

**I MOVE TO RATIFY THE VOTE ON THE FISCAL YEAR
2019-2020 ANNUAL BUDGET WHICH RESULTS IN
MORE REVENUES FROM AD VALOREM TAXES THAN
THE PREVIOUS YEAR**

3

ORDINANCE NO. 19-

AN ORDINANCE OF THE TOWN OF DOUBLE OAK, TEXAS LEVYING AD VALOREM TAXES FOR TAX YEAR 2019 AT \$ 0.2300 PER ONE HUNDRED DOLLARS ASSESSED VALUATION OF ALL TAXABLE PROPERTY WITHIN THE CORPORATE LIMITS TO PROVIDE REVENUES FOR CURRENT EXPENSES AND INTEREST AND SINKING FUND REQUIREMENTS; PROVIDING TAXES FOR MAINTENANCE AND OPERATIONS; PROVIDING FOR THE TAX RATE FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$47.16; PROVIDING DUE AND DELINQUENT DATES, PENALTIES AND INTEREST; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, following public notice duly posted and published in all things as required by law, Texas Tax Code §26.052(c), regarding the meeting to be held for the adoption of the proposed tax rate for the Town of Double Oak for Tax Year 2019, submitted by the Mayor in accordance with state law; and,

WHEREAS, the Town Council, upon full consideration of the matter, is of the opinion that the tax rate hereinafter set forth is proper and should be approved and adopted. Now, Therefore

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF DOUBLE OAK, TEXAS:

SECTION 1. That there be and is hereby levied for the year 2019 on all taxable property, real, personal and mixed, situated within the corporate limits of the Town of Double Oak, Texas and not exempt by the Constitution of the State and valid State laws, a tax of \$0.2300 on each one hundred dollars (\$100.00) assessed value of taxable property, which shall be apportioned and distributed as follows:

- (a) For the purpose of defraying the current expenses of the municipal government of the Town, and for maintenance and operations of the municipal government of the Town, a tax of \$0.2300 on each One Hundred Dollars (\$100.00) assessed value of all taxable property.

THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE. THE TAX RATE WILL EFFECTIVELY BE RAISED BY 4.716 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$47.16.

SECTION 2. All ad valorem taxes shall become due and payable on October 1, 2019, and all ad valorem taxes for the year shall become delinquent if not paid prior to February 1, 2020. There shall be no discount for payment of taxes prior to February 1, 2020. A delinquent tax shall incur all penalty and interest authorized by law, to wit:

- (a) A penalty of six percent on the amount of the tax for the first calendar month it is delinquent, plus one percent for each additional month or portion of a month the tax remains unpaid prior to July 1 of the year in which it becomes delinquent.
- (b) Provided, however, a tax delinquent on July 1, 2020, incurs a total penalty of twelve percent of the amount of delinquent tax without regard to the number of months the tax has been delinquent. A delinquent tax shall also accrue interest at the rate of one percent for each month or portion of a month the tax remains unpaid. Taxes for the year 2019 and taxes for all future years that become delinquent on or after February 1 but not later than May 1, that remain delinquent on July 1 of the year in which they become delinquent, incur an additional penalty in the amount of twenty percent (20%) of taxes, penalty and interest due, pursuant to Texas Property Tax Code Section 6.30 and 33.07, as amended. Taxes assessed against tangible personal property for the year 2019 and for all future years that become delinquent on or after February 1 of a year incur an additional penalty on the later of the date the personal property taxes become subject to the delinquent tax attorney's contract, or 60 days after the date the taxes become delinquent, such penalty to be in the amount of twenty percent (20%) of taxes, penalty and interest due, pursuant to Texas Property Tax Code Section 33.11. Taxes for the year 2019 and taxes for all future years that remain delinquent on or after June 1 under Texas Property Tax Code Sections 26.07(f), 26.15(e), 31.03, 31.031, 31.032 or 31.04 incur an additional penalty in the amount of twenty percent (20%) of taxes, penalty and interest due, pursuant to Texas Property Tax Code Section 6.30 and Section 33.08, as amended.

SECTION 3. The Town shall have available all the rights and remedies provided by law for the enforcement of the collection of taxes levied under this ordinance.

SECTION 4. The tax roll as presented to the Town Council, together with any supplements thereto, be and the same are hereby approved.

SECTION 5. Should any word, sentence, paragraph, subdivision, clause, phrase or section of this ordinance, be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said ordinance which shall remain in full force and effect.

SECTION 6. All ordinances of the Town of Double Oak, Texas, in conflict with the provisions of this ordinance be, and the same are hereby, repealed; provided, however, that all other provisions of said ordinances not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 7. This ordinance shall take effect immediately from and after its passage, as the law and charter in such cases provide.

DULY PASSED by the Town Council of the Town of Double Oak, Texas, on this the 20th day of September, 2019.

APPROVED:

MAYOR

ATTEST:

TOWN SECRETARY

APPROVED AS TO FORM:

TOWN ATTORNEY

ORDINANCE NO. 19-

AN ORDINANCE OF THE TOWN OF DOUBLE OAK, TEXAS
LEVYING AD VALOREM TAXES FOR TAX YEAR 2019 AT \$ 0.2300
PER ONE HUNDRED DOLLARS ASSESSED VALUATION OF ALL
TAXABLE PROPERTY WITHIN THE CORPORATE LIMITS TO
PROVIDE REVENUES FOR CURRENT EXPENSES AND INTEREST
AND SINKING FUND REQUIREMENTS; PROVIDING TAXES FOR
MAINTENANCE AND OPERATIONS; PROVIDING FOR THE TAX
RATE FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME
BY APPROXIMATELY \$47.46 PROVIDING DUE AND DELINQUENT
DATES, PENALTIES AND INTEREST; PROVIDING A REPEALING
CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING
AN EFFECTIVE DATE.

DULY PASSED by the Town Council of the Town of Double Oak, Texas, on this
the 20th day of September , 2019.

APPROVED:

Mike Donnelly
MAYOR

ATTEST:

Eileen Kennedy
TOWN SECRETARY

WORDING FOR MOTION ADOPTING TAX RATE:

I move that the property tax rate be increased by the adoption of a tax rate of 0.2300 per \$100 which is effectively a 4.716 percent increase in the tax rate

ORDINANCE NO. 19-

AN ORDINANCE OF THE TOWN OF DOUBLE OAK, TEXAS, DESIGNATING AN OFFICIAL NEWSPAPER FOR THE TOWN OF DOUBLE OAK FOR THE FISCAL YEAR 2019-2020; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND, PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 52, Subchapter A, Section 52.004(a) of the Texas Local Government Code provides that the governing body of a municipality shall designate an Official Newspaper for the Town and, in accordance therewith, the Town desires to designate its official newspaper for fiscal year 2019-2020. Now, Therefore

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF DOUBLE OAK, TEXAS:

SECTION 1. That the Denton Record-Chronicle is hereby designated as the Official Newspaper for the Town of Double Oak, Texas, for Fiscal Year 2019-2020. The Town Secretary is hereby directed to publish all Fiscal Year 2019-2020 notices and advertisements in the **DENTON RECORD-CHRONICLE NEWSPAPER** in accordance with law.

SECTION 2. That any provisions of the ordinances of the Town of Double Oak in conflict with the provisions of this ordinance be and same are hereby repealed and any provisions not so in conflict shall remain in force and effect.

SECTION 3. That should any sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole, or any part or provision hereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Code of Ordinances as a whole.

SECTION 4. That this ordinance shall take effect immediately from and after its passage and the publication of the caption, as the law in such cases provides.

DULY PASSED by the Town Council of the Town of Double Oak, Texas, on the 20th
day of September, 2019.

APPROVED:

MAYOR

ATTEST:

ASSISTANT TOWN SECRETARY

APPROVED AS TO FORM:

TOWN ATTORNEY

ORDINANCE NO. 19-

AN ORDINANCE OF THE TOWN OF DOUBLE OAK, TEXAS, DESIGNATING AN OFFICIAL NEWSPAPER FOR THE TOWN OF DOUBLE OAK FOR THE FISCAL YEAR 2019-2020; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND, PROVIDING AN EFFECTIVE DATE.

DULY PASSED by the Town Council of the Town of Double Oak, Texas, on the 20th day of September, 2019.

APPROVED:

MAYOR

ATTEST:

TOWN SECRETARY

ORDINANCE NO. 17-07

AN ORDINANCE OF THE TOWN OF DOUBLE OAK, TEXAS, DESIGNATING AN OFFICIAL NEWSPAPER FOR THE TOWN OF DOUBLE OAK FOR THE FISCAL YEAR 2017-2018; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND, PROVIDING AN EFFECTIVE DATE.

DULY PASSED by the Town Council of the Town of Double Oak, Texas, on the 25 th day of September, 2017.

APPROVED:

Mike Donnelly
MAYOR

ATTEST:

Eileen Kennedy
ASSISTANT TOWN SECRETARY

5

AGREEMENT FOR BUILDING INSPECTION AND TRAFFIC CONTROL DEVICE MAINTENANCE

THIS AGREEMENT (here in after referred to as the "Agreement") is made and entered into by Steven John Koehler, a private contractor, (here in after referred to as Koehler) and the Town of Double Oak, Texas, a municipal corporation, (here in after referred to as "Double Oak" or the "Town").

RECITALS:

WHEREAS, Double Oak is desirous of providing its residents and businesses with building inspection and traffic control device maintenance services; and

WHEREAS, Koehler is a fully licensed State Plumbing Inspector and is desirous of furnishing building inspection and traffic control device maintenance services to Double Oak; and

WHEREAS, the parties hereto desire to enter into this Agreement for Koehler to provide building inspection according to the highest professional standards to Double Oak in accordance with the terms and conditions set forth herein; and

WHEREAS, all payments to be made hereunder shall be made from current revenues available to the Town; and

WHEREAS, the parties have concluded that this Agreement fairly compensates Koehler for the services being provided hereunder;

Now therefore, in consideration of the mutual promises and consideration provided for herein, the receipt and sufficiency of which are hereby confirmed, the parties hereto agree to the following:

- Section 1. All matters stated above in the preamble are found to be true and correct and are incorporated herein by reference as if copied in their entirety.
- Section 2. **Term:** This Agreement shall commence on October 1, 2019 and end September 30, 2020, and will be automatically extended thereafter for additional terms of 12 months each unless either party has provided to the other party written notice of non-renewal as outlined in Section 6 of this agreement.
- Section 3. **Scope of Services:** Koehler hereby agrees to provide Double Oak the following services:
- a. **General Services:** Enforce all building codes; review and approve plans; issue and suspend/revoke permits; perform residential and commercial building inspections; confer with architects, contractors, builders and the

general public; perform public infrastructure inspections; survey town weekly for unpermitted projects and, attend meetings as required.

- b. **Service Calls:** Koehler will provide building inspection and special services in consideration for the payment to be made by Double Oak under Section 4a.
- c. **Special Services:** Koehler will install, maintain, or repair public traffic control devices at the direction of Town Staff on an as-needed basis. Koehler will perform other property and grounds maintenance services at the direction of Town Staff on an as-needed basis. Koehler will provide public infrastructure inspections at the direction of/ or under the supervision of the Town Engineer and/or Mayor.
- d. **Equipment and Availability:** Koehler will provide all equipment necessary to perform the services contained in this Agreement including, but not limited to vehicles, tools and mobile telephones. Koehler will be available for general and special services during the normal business hours of Town Hall and shall conduct inspections in accordance with a mutually acceptable schedule with Town administrative staff.

Section 4. **Double Oak's Obligations:** Double Oak agrees to perform the following:

- a. Make payment to Koehler, on a monthly basis and upon receipt of an invoice in accordance with the following fee schedule:
 - 1. Building Inspections, Plans Review, and other general and special services outlined herein: \$34,000.00 annually, prorated for the initial term hereof.
 - 2. Gasoline allowance of \$1,200.00 annually, paid quarterly.
- b. Provide clerical support and any administrative costs associated with building permits, including, but not limited to, permit forms, reports, certified and regular mail, records retention, printing, notices and publications, and correspondence.

Section 5. **Revenues Retained:** Double Oak shall retain all fees, fines, forfeitures, etc. that may be generated by the issuance of building permits.

Section 6. **Termination:**

- a. This Agreement may be terminated at any time, by either party, giving thirty (30) days written notice to the other party to the addresses provided herein. In the event of such termination by either party; Koehler will be compensated for all services performed to the termination date which will be the date one month (30

days) after the date of the written notice of termination, together with any payments then due and as authorized by this Agreement.

- b. If Double Oak fails to make payment to Koehler within ten (10) working days after the submission date of the monthly report for any prorated amounts, Koehler, at his discretion, may suspend service until payment is received. If it becomes necessary for Koehler to suspend services to Double Oak for nonpayment of the required amounts, Koehler will identify a date on which the services will be suspended and will notify the Town Secretary by telephone and in writing of the date services will be suspended.
- c. Double Oak, upon failure of Koehler to furnish any services under this Agreement, will have the right to terminate this Agreement by the means set out in subsection (a) of this Section.

Section 7. **Notices:** All written notices shall be sent to the following parties by certified mail-return receipt requested:

Steven J. Koehler
5900 Windridge
Flower Mound, TX 75028

Mike Donnelly, Mayor
Double Oak Town Hall
320 Waketon Road.
Double Oak, TX 75077

Section 8. **Dispute Resolution:** In order to ensure an effective relationship between the parties and to provide the best possible services, it is mutually agreed that all questions arising under this Agreement shall be handled and resolved between the Town Council of Double Oak and Koehler.

Section 9. **Jurisdiction:** By this Agreement, Double Oak grants full and complete authorization and jurisdiction to Koehler for all services to be provided by Koehler as contained in this Agreement. Said jurisdiction shall apply to the town limits of Double Oak and the Double Oak Extraterritorial Jurisdiction where applicable.

Section 10. **Venue:** Exclusive venue for any legal dispute arising pursuant to this Agreement shall be in Denton County, Texas.

Section 11. **Supervision/Certification/Licenses:** At all times during the term of this Agreement, all building inspectors shall be under supervision and control of Koehler. In addition, Koehler must be certified or licensed in the respective areas of expertise to carry out duties. The costs associated with maintaining certifications and licenses along with the costs of any required continuing education classes shall be at the sole expense of Koehler.

Section 12. **Performance:** Both parties mutually agree that Koehler is an independent contractor and shall have exclusive control of the details of his performance

hereunder, and that employees of Koehler in no way are to be considered employees of Double Oak. This Agreement is not exclusive; Koehler may provide the same or similar services to other persons and entities. Koehler has no entitlement to the employment benefits made available to Town employees and is not entitled to reimbursement of business expenses. Koehler may employ personnel and subcontractors in the performance of duties and obligations hereunder, provided, however, that invoices submitted to the Town for compensation shall be submitted by Koehler indicating the identity of the person or entity providing services hereunder, and fees paid by the Town shall be paid directly to Koehler. Any employees or subcontractors retained by Koehler shall have the appropriate license and ability.

Section 13. **Indemnification:** Koehler agrees to hold harmless, save and indemnify the Town of Double Oak and its officers and employees for any and all claims for damages, personal injury and/or death that any be asserted against Double Oak arising from Koehler's negligence or his performance hereunder, save and except intentional acts or gross negligence by an employee of Double Oak. The foregoing notwithstanding, the parties hereto reserve the right to all available legal defenses and all protections and limitations of liability provided by the Texas Tort Claims Act and the Texas Constitution relative to these parties. The provisions of this indemnification are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

Section 14. **Insurance:** Koehler agrees to procure and maintain, at a minimum, \$300,000 comprehensive general liability insurance policy providing coverage against any and all claims for personal injury or property damage arising out of acts, errors, or omissions of Koehler, his employees or agents, under or pursuant to this Agreement.

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of September, 2019, in duplicate originals.

Town of Double Oak:

Mike Donnelly, Mayor
Attest:

Steven J. Koehler
Attest:

6

NORTH TEXAS ANIMAL CONTROL AUTHORITY

P.O. Box 1358 Roanoke TX 76262 Phone (214-513-8228)

On the web at WWW.NTACA.COM or by email at NTACA@Hotmail.com

AGREEMENT FOR ANIMAL CONTROL SERVICES

THIS AGREEMENT (hereinafter referred to as the "Agreement") is made and entered into by Kerry Payne, a private contractor, d/b/a/ The North Texas Animal Control Authority (hereinafter referred to as the "NTACA") and the Town of Double Oak, Texas, a municipal corporation, (hereinafter referred to as "Double Oak" or the "Town").

RECITALS:

WHEREAS, Double Oak is desirous of providing its residents and businesses with full-time animal control services, and

WHEREAS, The NTACA is desirous of furnishing full-time animal control services to Double Oak, and

WHEREAS, the parties hereto desire to enter into this Agreement to provide animal control services at the highest level possible to Double Oak accordance with the terms and conditions set forth herein, and

WHEREAS, all payments to be made hereunder shall be made from current revenues available to the paying party, and

WHEREAS, the parties have concluded that this Agreement fairly compensates the performing party for the services being provided hereunder and is in the best interest of each party.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND CONSIDERATION PROVIDED FOR HEREIN, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY CONFIRMED, THE PARTIES HERETO AGREE TO THE FOLLOWING:

Section 1. All matters stated above in the preamble are found to be true and correct and are incorporated herein by reference as if copied in their entirety.

Section 2. **Term:** This Agreement shall commence on October 1, 2019 and shall continue to September 30, 2020. This agreement shall thereafter renew for successive one-year terms on this date unless sooner terminated according to the terms of termination within this document. Any changes in the terms and conditions shall require the approval of the governing body of Double Oak.

Section 3. **Scope of Services:** The NTACA hereby agrees to provide Double Oak the following services, personnel, and facilities:

- a. **Patrol Services:** The NTACA will provide a minimum of six (6) patrol hours per week for the enforcement of ordinances set forth in Chapter 2, Animal Control, Town of Double Oak Ordinances.
- b. **Service Calls:** The NTACA will provide unlimited field service calls per month in this all-inclusive contract.

Routine service calls will be answered between the hours of 8am and 5pm Monday through Friday. Only emergency calls for service will be answered after these hours. Routine service calls must be viable calls which the ACO will be able to provide an immediate proper disposition. Some examples of viable service calls include, but are not limited to:

- A contained stray animal which the ACO is guaranteed to impound;
- A deceased domestic animal in the roadway;
- A complaint which requires immediate ACO intervention.

Emergency service calls will be answered 24 hours a day, 7 days a week and include the following:

- An injured domestic animal when the owner is not known or present;
- A domestic animal bite to a human when the owner is not known or present;
- Loose livestock in the roadway causing a hazard to motorists;
- A domestic animal which has or is showing aggressive or dangerous tendencies.

A police officer from the Double Oak Police Department or their designate must respond prior to any emergency call to confirm the need for an ACO.

- c. **Monthly Reports:** The NTACA will supply a monthly report to the City Secretary of Double Oak no later than 4:00 p.m., on the third Monday of every month. The report shall summarize all animal control activity within the Town borders from the previous month.
- d. **Animal Bites:** An ACO, (Animal Control Officer) will make an incident report and have the animal's owner verify that rabies vaccinations are current. An ACO will respond and oversee proper quarantine procedures set forth by state law. The NTACA shall act as the Local Rabies Control Authority (LRCA) for the Town of Double Oak.
- e. **Dead Animal Removal:** The NTACA agrees to provide removal of dead animals, excluding livestock, on any public property and on private property when an animal owner is unidentified within the limits of Double Oak. In

the event of dead livestock, the NTACA may contract an outside resource to provide removal services at the further expense of the Town. In the event the owner of a deceased animal is identified, the NTACA will charge said owner a fee for any removal or disposition services.

- f. **Impoundment & Boarding:** An ACO is authorized to capture and impound any animal upon having probable cause to believe the animal to be in violation of any provision of Chapter 2 of the Town's Code of Ordinances or state law, which authorizes or requires the animal's capture and impoundment. The ACO will notify the Town as soon as possible regarding any animal impounded. The NTACA shall collect and retain any impoundment fees from the enforcement of this ordinance.

If, by identification tag, the owner of an impounded animal can be identified, the ACO will make every attempt to return the animal to its home and notify the owner of any violations witnessed by the ACO. Written warnings and/or citations may be issued to owners of said animal.

All impounded animals shall be kept for not less than 3 days by the NTACA. After this period, the animal shall be released to a humane organization, placed for adoption, or humanely destroyed at the discretion of the NTACA.

Any animal, whether licensed or unlicensed, which in the professional judgment of the NTACA and its employees, is in great pain and suffering due to injury from which the animal probably will not recover, and/or which is at large and is posing an imminent danger to human beings or to other animals, may be destroyed by the ACO on scene in a humane manner.

The ACO may impound and quarantine any animal which, in the professional opinion of the ACO appears to be rabid or is showing the clinical signs of rabies. The ACO will provide humane euthanasia so that the animal may be submitted to the Texas Department of Health for proper rabies testing.

- g. **Return of Impounded Animals:** The NTACA agrees to offer the return of any owned, impounded animal at the request of the owner. It shall be the final responsibility of the owner to retrieve their animal in the event the NTACA is unable to schedule an appropriate date and time.
- h. **Loose Livestock:** The NTACA will respond to calls on loose horses, cattle, pigs, or ruminants by containing the animal(s) and then notifying the owner (if possible) to claim the animal(s) and/or the Denton County Sheriff's Department to provide impoundment under applicable state laws.
- i. **Animal Cruelty & Neglect Calls:** The NTACA will respond to animal cruelty or neglect calls and take appropriate actions according to state law. A Town police officer may be called to assist the ACO on any such call.

- j. **Education:** The NTACA will provide information to residents on pet responsibility, local and state animal control laws, rabies and coping with wildlife issues. Professional advice will be given to solve most animal related problems.
- k. **Pet Registrations:** The NTACA shall be solely responsible for the maintenance of the City's Pet Registration Program. The NTACA will provide all supplies needed to register pets for the Town and will maintain records of registration for one (1) year from date of expiration of the registration. The NTACA may issue warnings or citations to provide enforcement of the Town's animal registration ordinance.
- l. **Other Services:** The Town of Double Oak agrees to allow the NTACA to provide its complete line of Animal Related Services to the residents of Double Oak as individual clients at no other cost to the Town. Such services include, but are not limited to:
- Emergency Animal Ambulance Services
 - Pet Transportation & Taxi Services
 - Lost Pet Recovery Services
 - Deceased Pet Removal, Cremation, and Burial Services
 - Nuisance Wildlife Rescue & Control
 - Pet Insurance Programs
 - Escape Prevention

The resident would be considered a client of the NTACA and would be solely responsible for any fees incurred.

- m. **24 Hour Information Line:** The NTACA currently operates on a 24-hour basis and maintains that our phone lines are answered 24 hours a day, 7 days a week to provide callers with helpful information as to their pet related needs. Any resident from the Town may take advantage of this 24-hour service so that the NTACA may better assist their individual needs.
- n. **Schedule of Fees:**
- *Animal Impoundment Fee:* \$50.00 each impoundment;
 - *Boarding Fee:* \$10.00 per day or portion thereof.
 - *Registration Fee:* \$10.00 per animal per year.

These fees are to be assessed to the owners of impounded or registered animals, not to the Town, and may be changed upon approval of the Town. If impoundment and boarding is conducted at a facility with which the Town has an agreement, any fees payable by the Town to such third party will be deducted from monthly fees payable to NTACA

Section 4. **Town of Double Oak's Obligations:** Double Oak agrees to perform the following:

- a. Pay an all-inclusive monthly fee of \$5.50 per capita for all animal control patrol and services, payable upon cumulative invoice on the first day of each month preceding each month of service. This per capita fee results in the following payments:

Population of Double Oak estimated at 3100 multiplied by \$5.50 equals a total yearly contract fee of \$17,050.00. Upon the contract renewal date of October 1st 2019, the Town shall pay 10% of the renewed contract for a complete one year term. Total yearly contract is \$17,050.00. 10% down payment shall be \$1,705.00 then 12 annual payments of \$1,278.75.

In the event that this agreement is terminated prior to the end of any annual renewal term, the fees payable by the Town shall be prorated.

Any additional fees not covered under this contract must be approved by the Town.

Cost of Fuel Scale: Pay an additional fee of \$40.00 per month for each fuel cost increase of .25 cents per gallon of fuel (regular unleaded) beginning at \$2.50 per gallon. This rate shall be determined using www.dallasgasprices.com based on the average for Dallas County. This provision shall only take effect when the price of regular unleaded fuel is

- b. \$2.50 or greater for a period of 15 days or more during the same calendar month, and the additional fee shall only be due for that month. Said 15 days do not need to be consecutive.

Section 5. **Revenues Retained:** Double Oak shall retain all fines, forfeitures, etc. that may be generated by performing ordinance enforcement duties within the Town's boundaries.

Section 6. **Termination:**

- a. This Agreement may be terminated at any time, by either party, for violating the terms of this agreement on sixty (60) days written notice to the other party to the addresses provided herein. In the event of such termination, the parties agree to meet within thirty (30) days following the date of notice of termination to attempt to resolve in good faith the basis for termination.
- b. The NTACA will be compensated for all service performed to the termination date, which will be the sixtieth (60th) after the date of the notice

of termination, together with any payments then due and as authorized by this agreement.

- c. If Double Oak fails to make payment to the NTACA within thirty (30) days after the date of billing for any invoiced amounts, the NTACA will suspend services to Double Oak and identify a date on which the services will be suspended and will notify Town Hall by telephone and in writing of the date services will be suspended.
- d. Double Oak's recourse for failure of the NTACA to furnish any services under this Agreement will be the right to make a proportionate reduction in the fee to be paid (as determined by mutual agreement of the parties) or terminate this Agreement by giving proper notice.
- e. Notwithstanding anything to the contrary herein contained, the Town may terminate this agreement for the public convenience, or for non-appropriation of funds.

Section 7. **Notices & Payments:** All written notices, payments, or refunds shall be sent to the following addresses:

North Texas Animal Control Authority
P.O. Box 1358
Roanoke TX 76262

Town of Double Oak
320 Waketon Road
Double Oak TX 75077

Section 8. **Dispute Resolution:** In order to ensure an effective relationship between the parties and to provide the best possible services, it is mutually agreed that all questions arising under this agreement shall be handled and resolved between the Mayor of Double Oak and the authorized representative of the NTACA. Failure to resolve shall not serve to extend any termination date.

Section 9. **Jurisdiction:** By this Agreement, Double Oak grants full and complete authorization and jurisdiction to the NTACA for all services provided by the NTACA as contained in this agreement. Said jurisdiction shall apply to the territorial limits of Double Oak.

Section 10. **Venue:** Venue for any legal dispute arising pursuant to this Agreement shall be in Denton County, Texas.

Section 11. **Supervision/Certification:** At all times during the term of this agreement, all Animal Control Officers shall be under the supervision and control of a representative of the NTACA. Also, all officers shall be certified in their respective areas of expertise to carry out their duties, unless said officer is under current training guidelines as specified within current code.

Section 12. **Authority to Protect Self & Property:** City agrees and authorizes the NTACA to carry in their vehicles and on their persons Personal Protection Devices

including but not limited to bite sticks, Taser's, and OC Pepper spray for use in protecting the officer from attacks from animal and human aggressors. Nothing in this section shall be construed to authorize or condone the unlawful possession or use of any unlawful, illegal or unauthorized weapon.

Section 13. **Performance:** Both parties mutually agree that the NTACA is an independent contractor, and shall have exclusive control of performance hereunder, and that employees of the NTACA in no way are to be considered employees of Double Oak.

Section 14. **Indemnification:** The NTACA agrees to hold harmless, defend and indemnify the Town of Double Oak and its officers for any and all claims for damages, personal injury and/or death that may be asserted against Double Oak arising from the NTACA negligence or its performance hereunder, save and except intentional acts or gross negligence by Double Oak. The foregoing notwithstanding, the parties hereto reserve the right to all available legal defenses and all protections and limitations of liability provided by Texas law relative to these parties. The provisions of this indemnification are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

Section 15 **Insurance:** The NTACA agrees to procure and maintain, at a minimum, \$300,000 liability insurance policy providing coverage against any and all claims for personal injury or property damage arising out of acts, errors, or omissions of the NTACA, its officers, employees, or agents under or pursuant to this Agreement, as well as automobile liability insurance for any vehicle operated by NTACA within the Town.

IN WITNESS WHEREOF, we have hereunto set our hands this the day of September 2019 in single or multiple originals.

North Texas Animal Control Authority

Town of Double Oak

By: Charles Kerry Payne, Owner

Mike Donnelly, Mayor

Attest:

Eileen Kennedy, Town Secretary

1

AGREEMENT FOR LESLIE FREEMAN, R.S.

THIS AGREEMENT (hereinafter referred to as the Agreement) is made and entered into by Leslie Freeman, R.S., a private contractor, (hereinafter referred to as (Freeman) and the Town of Double Oak, Texas, a municipal corporation, (hereinafter referred to as Double Oak or the Town).

RECITALS:

WHEREAS, Double Oak is desirous of providing its residents and businesses with septic system approval and inspection services; and

WHEREAS, Freeman being a fully licensed State Sanitarian and is desirous of furnishing septic system approval and inspection services to Double Oak; and

WHEREAS, the parties hereto desire to enter into this Agreement to provide septic system approval and inspection services at the highest level possible to Double Oak in accordance with the terms and conditions set forth herein; and

WHEREAS, all payments to be made hereunder shall be made from current revenues available to the paying party; and

WHEREAS, the parties have concluded that this Agreement fairly compensates the performing party for the services being provided hereunder, and is in the best interest of each party,

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND CONSIDERATION PROVIDED FOR HEREIN, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY CONFIRMED, THE PARTIES HERETO AGREE TO THE FOLLOWING:

Section 1. All matters stated above in the preamble are found to be true and correct and are incorporated herein by reference as if copied in their entirety.

Section 2. Term: This Agreement shall be for a term of twelve months (12) months, commencing on the October 1, 2019 and ending September 30, 2020, and may be extended thereafter by mutual consent of the parties hereto for an additional term of 12 months. Any extension of the term of this Agreement, including any changes in the terms and conditions, shall require the approval of the governing body of Double Oak.

Section 3. Scope of Services: Freeman hereby agrees to provide Double Oak the following services:

- a. General Services: septic system plan review, septic system inspections, taking and submittal of water samples as requested or required and response to septic system complaints as directed by the Town.

- b. Service Calls: Freeman will provide septic system approval and inspection services in consideration for the payment to be made by Double Oak under Section 4a.
- c. Reports: Freeman will prepare and submit a monthly report and invoice to the Town Secretary of Double Oak summarizing all services activity within the Town limits from the previous month.
- e. Special Services: Freeman and/or assigns will review for approval all new and/or replacement septic system designs, inspect septic system complaints and retail food establishment inspections as directed by the Town under the supervision of the Town Building Official and/or Mayor.
- f. Equipment and Availability: Freeman will provide all equipment necessary to perform the services contained in this Agreement including, but not limited to vehicles, tools and mobile telephones. Freeman will be available for general and special services during the normal business hours of Town Hall and shall conduct inspections in accordance with a mutually acceptable schedule with Town administrative staff.

Section 4. Double Oak's Obligations: Double Oak agrees to perform the following:

- a. Make payment to Freeman, on a monthly basis and upon receipt of a monthly report, in accordance with the following fee schedule:

addresses provided herein. In the event of such termination by either party, Freeman will be compensated for all services performed to the termination date, which will be the date one month (30 days) after the date of the written notice of termination, together with any payments then due and as authorized by this Agreement.

- b. If Double Oak fails to make payment to Freeman within five (5) working days after the submission date of the monthly report for any invoiced amounts, Freeman, at his discretion, may suspend service until payment is received. If it becomes necessary for Freeman to suspend services to Double Oak for nonpayment of the invoiced amounts, Freeman will identify a date on which the services will be suspended and will notify Town Hall by telephone and in writing of the date services will be suspended.
- c. Double Oak's recourse for failure of Freeman to furnish any services under this Agreement will be the right to terminate this Agreement by giving proper notice.

Section 7. **Notices:** All written notices shall be sent to the following parties by certified mail-return receipt requested:

Leslie Freeman, R.S.
P.O. Box 1141
Argyle, TX 76226

Double Oak Town Hall
320 Waketon Road
Double Oak, TX 75077

- Section 8. Dispute Resolution: In order to ensure an effective relationship between the parties and to provide the best possible services, it is mutually agreed that all questions arising under this Agreement shall be handled and resolved between the Town Council of Double Oak and Freeman.
- Section 9. Jurisdiction: By this Agreement, Double Oak grants full and complete authorization and jurisdiction to Freeman for all services provided by Freeman as contained in this Agreement. Said jurisdiction shall apply to the town limits of Double Oak.
- Section 10. Venue: Venue for any legal dispute arising pursuant to this Agreement shall be in Denton County, Texas.
- Section 11. Supervision/Certifications/Licenses: At all times during the term of this Agreement, all septic system inspection officers shall be under supervision and control of Freeman. In addition, Freeman and all officers must be certified or licensed in their area of expertise to carry out their duties. The costs associated with maintaining certifications and licenses along with the costs of any required continuing education classes shall be at the sole expense of Freeman.
- Section 12. Performance: Both parties mutually agree that Freeman is an independent contractor, and shall have exclusive control of performance hereunder, and that employees of Freeman in no way are to be considered employees of Double Oak.

1. Septic System Plan Review: Ninety-five dollars (\$95) per review
 2. Septic System Inspections: One hundred ninety-five dollars (\$195) per inspection
 3. Water samples: One hundred thirty-five dollars (\$135) per each sample processed
 4. Complaints: One hundred twenty-five dollars (\$125) per complaint response
 5. Retail Food establishments: (\$175) per inspection
 6. Pool/accessory structure reviews (\$90) per inspection
- b. Provide clerical support and any administrative costs associated with building permits and septic system inspections, including but not limited to permit forms, reports, certified and regular mail, records retention, printing, notices and publications, and correspondence.

Section 5. Revenues Retained: Double Oak shall retain all fees, fines, forfeitures, etc. that may be generated by permits and performing duties within the Town's boundary.

Section 6. Termination:

- a. This Agreement may be terminated at any time, by either party, giving thirty (30) days written notice to the other party to the

Section 13. Indemnification: Freeman agrees to hold harmless, save and indemnify the Town of Double Oak and its Officers for any and all claims for damages, personal injury and/or death that any be asserted against Double Oak arising from Freeman negligence or its performance hereunder, save and except intentional acts of gross negligence by Double Oak. The foregoing notwithstanding, the parties hereto reserve the right to all available legal defenses and all protections and limitations of liability provided by the Texas Tort Claims Act and the Texas Constitution relative to these parties. The provisions of this indemnification are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

IN WITNESS WHEREOF, we have hereunto set our hands this ___ day of 2019, in duplicate originals.

TOWN OF DOUBLE OAK

MAYOR

CONTRACTOR

Attest:

Attest:

Town Secretary

Witness

(Seal)



Maintenance Agreement

The "Client" Double Oak Town Hall, accepts the proposal of Cox Cleaning LLC, to provide janitorial services for the premises located at:

Address: 320 Waketon rd. Double Oak, Texas

Terms:

1. Monthly charge will be \$ 5,020. per year to perform 1 time per week for general service as outlined in our proposal. No sales tax will be added to the monthly charge. All nightly services will be performed as listed and scheduled per this agreement with the exception of the Memorial Day, Labor Day, Thanksgiving Day, Christmas Day, and New Years Day. There will be no rebate of contract price for a holiday.
2. Any storage space provided by Client for the purpose of storing Cox Cleaning equipment and supplies will be kept clean, neat, and orderly at all times.
3. Cox Cleaning will supply trained, insured and bonded labor as well as any equipment and cleaning chemicals necessary to fulfill the terms of this agreement.
4. Client shall provide all bin liners, restroom soap, hand towels and/or paper products.
5. The length of this agreement will be 12 month beginning on October 1, 2019 and ending on September 30, 2020. This agreement will automatically renew for an additional 12 month period upon each anniversary date. If a party wishes to discontinue the automatic renewal or wishes to change the agreement at the anniversary, the other party needs to be contacted in writing 15 days in advance.
6. If either party fails to perform according to the agreement, performing party will provide in detailed writing the issues and concerns. The non-performing party will have 15 days to correct issues. If these issues are not corrected, the agreement can be terminated with a 30-day written notice.
7. Cox Cleaning will invoice client on the 1st of every month and payment is due no later than the 10th of the following month. Late payments will incur finance charges.
8. If agreement is terminated for any reason, the Client agrees not to solicit employment of any Cox Cleaning labor for 18 months after termination.

Authorized Signature: _____ Date: _____

Name: _____ Title: _____

Cox Cleaning LLC

Authorized Signature: _____ Date: _____

Name: _____ Title: _____

NICHOLS, JACKSON, DILLARD, HAGER AND SMITH

THERE ARE NO CHANGES TO RATES FOR FY 2019-2020

HALFF & ASSOCIATES

THERE ARE NO CHANGES TO RATES FOR FY 2019-2020

STATE OF TEXAS §

COUNTY OF DENTON §

SERVICE AGREEMENT FOR DEMAND RESPONSE TRANSIT SERVICE

THIS SERVICE AGREEMENT ("Agreement") is entered into by and between the Town of Double Oak, Texas, located in Denton County, Texas, acting by and through its duly authorized Mayor (hereinafter referred to as "TOWN") and SPAN, Inc., (hereinafter referred to as "SPAN"), a Texas non-profit corporation operating in Denton County, Texas as an organization described in Section 501(c)3 of the Internal Revenue Code, acting by and through its duly authorized Executive Director.

WHEREAS, SPAN transportation services were developed to provide safe and efficient transportation to the general public, seniors, persons with special needs, and as defined by agreements into which SPAN may enter from time to time; and

WHEREAS, The TOWN and SPAN desire to enter into this Agreement whereby SPAN will provide Demand Response Transit Service for TOWN citizens (hereafter referred to collectively as "Eligible Riders"); and

WHEREAS, Eligible Riders in TOWN can be taken anywhere in Span's Demand Response Transit Service area within Denton County at a cost to the Eligible Riders of \$36.23 per one-way ride, payable by Eligible Riders to Span; and

WHEREAS, Eligible Riders may call in at least one (1) day in advance, but no more than two (2) weeks in advance, to set-up appointments for pick-up and drop off by calling SPAN'S Transportation Office weekdays between the hours of 8:00 a.m. and 2:00 p.m.; and

WHEREAS, Demand Response Transit Service is available between the hours of 7:00 a.m. and 6:00 p.m. Monday through Friday, excluding holidays.

NOW, THEREFORE, THE TOWN AND SPAN DO HEREBY COVENANT AND AGREE AS FOLLOWS:

1. Recitals

The foregoing recitals are found to be true and correct, are fully incorporated into the body of this Agreement and made a part hereof by reference just as though they are set out in their entirety.

2. Scope of Services

SPAN shall provide door-to-door Demand Response Transit Services to TOWN citizens who are Eligible Riders in accordance with this Agreement and SPAN's "Transportation Policy and Procedures" which is attached hereto as Exhibit "A" and incorporated herein by reference as though it were set out in its entirety ("Policy"). In the event of conflict between this Agreement and the

Policy, this Agreement shall control. In performing services under this Agreement, the relationship between the TOWN and SPAN is that of an independent contractor. No term or provision of this Agreement or act of SPAN in the performance of this Agreement shall be construed as making SPAN the agent, servant, or employee of the TOWN.

3. SPAN Operations

- a. SPAN shall provide all equipment, facilities, qualified employees, training, and insurance necessary to establish a Demand Response Transit Service for the TOWN's Eligible Riders. SPAN shall further establish, operate, and maintain an accounting system for this program that will allow for a tracking of services provided to Eligible Riders and a review of the financial status of the program. SPAN shall also track and break down the information regarding the number of one-way trips it provides to Eligible Riders.
- b. The TOWN shall have the right to review the activities and financial records kept incident to the services provided to the TOWN's Eligible Riders by SPAN. In addition, SPAN shall provide monthly ridership information to the Town Secretary or his/her designee specifically identifying the number of Eligible Rider trips including rider origination, destination, and purpose.
- c. SPAN reserves the right to determine on an individual basis whether SPAN has the capability to safely transport a passenger. In the event that safety is compromised, SPAN may decline transportation for this person and must document the reason why service was declined.

4. Payment

Eligible Riders shall pay SPAN a price per one-way trip of Thirty-Six Dollars (\$36.23) to be collected by SPAN at the time of such trip.

5. Indemnification

SPAN assumes all liability and responsibility for and agrees to fully indemnify, hold harmless and defend the TOWN, and its officials, officers, agents, servants and employees from and against any and all claims, damages, losses and expenses, including but not limited to attorney's fees, for injury to or death of a person or damage to property, arising out of or in connection with, directly or indirectly, the performance, attempted performance or nonperformance of the services described hereunder or in any way resulting from or arising out of the management, supervision, and operation of the program and activities of SPAN. In the event of joint and concurring responsibility of SPAN and TOWN, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with Texas Law, without waiving any defense of either party under Texas Law. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

6. Insurance

SPAN shall obtain public liability insurance of the types and in the amounts set forth below from an insurance carrier or underwriter licensed to do business in the State of Texas and acceptable to the TOWN. SPAN shall furnish TOWN with certificates of insurance or copies of the policies, evidencing the required insurance on or before the beginning date of this Agreement. SPAN agrees to submit new certificates or policies to TOWN on or before the expiration date of the previous certificates or policies. The insurance shall be the following types in amounts not less than indicated:

- a. Comprehensive General (Public) Liability Insurance or its equivalent including minimum coverage limits of \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
- b. Automobile Liability Insurance including minimum coverage limits of \$1,000,000 per combined single limit for bodily injury and property damage.
- c. On all insurance required, SPAN shall require insurance providers to:
 - Name the TOWN, and its officials, officers and employees, as additional insureds; and,
 - Provide thirty (30) days written notice to TOWN of any material change to or cancellation of the insurance.
- d. Assignment and Delegation

Neither party shall assign or delegate the rights or obligations under this Agreement without the prior written consent of the other party.

7. Severability

In the event any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, the Agreement shall, to the extent reasonably possible, remain in full force and effect as to the balance of its provisions and shall be construed as if such invalid provision were not a part hereof.

8. Mediation

In the event of any dispute regarding this Agreement or the terms contained herein, the parties hereto agree that they shall submit such dispute to non-binding mediation.

9. Term of Agreement

The term of this Agreement shall be from October 1, 2019 through September 30, 2020. Either party may modify this Agreement by submitting, in writing, the proposed amendment to be considered and executed by both parties. This Agreement may be terminated with or without cause by either party by giving thirty (30) days written notice to the other party of their intent to terminate the Agreement.

10. Applicable Law Venue

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Texas, and venue for any claim or cause of action shall lie exclusively in Denton County, Texas or the Federal courts having jurisdiction over claims arising in Denton County, Texas.

11. Attorney's Fees and Costs

In the event it becomes necessary to take legal action to enforce the terms of this Agreement, the prevailing party in such action shall be entitled to recover attorney's fees and costs of court from the non-prevailing party.

IN WITNESS WHEREOF the Town of Double Oak and Span, Inc. have executed this Agreement on this the _____ day of _____, 2019.

SPAN, INC:

Michelle McMahon, Executive Director

TOWN OF DOUBLE OAK:

Mike Donnelly, Mayor

ATTEST:

Town Secretary